

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Roger Michael Ervin II 4711 Albemarle Street, NW Washington, DC 20016		2. Registration No. 5318
3. Name of foreign principal Embassy of Côte d'Ivoire	4. Principal address of foreign principal 3421 Massachusetts Ave, NW Washington, DC 20008	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> Foreign or domestic organization: If either, check one of the following:		
<input type="checkbox"/> Partnership <input type="checkbox"/> Committee		
<input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group		
<input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____		
<input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant. Embassy in Washington (Ministry of Foreign Affairs)		
b) Name and title of official with whom registrant deals. Ambassador Koffi Moise Koumoue		
7. If the foreign principal is a foreign political party, state:		
a) Principal address.		
b) Name and title of official with whom registrant deals.		
c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

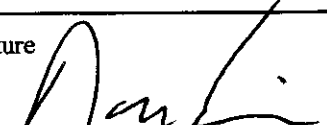
Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A 7-6-99	Name and Title Roger M. Ervin	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Roger Michael Ervin II

2. Registration No.

5318

3. Name of Foreign Principal

Embassy of Côte d'Ivoire (Ivory Coast)

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To arrange all travel, public relations and policy guidance for possible visit to the U.S. by President Bedie of Côte d'Ivoire.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

- Media Relations - interaction with press.
- Government Relations - schedule meetings with U.S. officials.
- Event planning - schedule events surrounding visit.
- Travel (Domestic) - domestic travel schedule.
- Business Liaison - outreach with American business.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B 7-6-99	Name and Title Roger M. Ervin XXXXXXXXXX	Signature Jan L.
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

CONTRACT

THIS CONTRACT is entered into on June 11, 1999, between Roger Michael Ervin, as ("contractor"), and the Embassy of the Republic of Côte d'Ivoire, as ("Client"). Contractor and Client agree as follows:

1. RETENTION.

(a) Services. Client retains Roger Michael Ervin to represent the Embassy of the Republic of Côte d'Ivoire in order to arrange a Presidential visit for His Excellency Henri Konan Bédié, President of the Republic of Côte d'Ivoire, to the United States during the fall season of 1999.

(b) Retainer and Fees. The term of this engagement shall be on a project basis, beginning on June 11, 1999, and concluding at the completion of the project on July 31, 1999. In consideration for services rendered, Client shall pay a nonrefundable fee of \$20,000 payable upon signature of this contract and \$10,000 upon receipt of an invoice at the completion of the project. This fee will include normal office operating expenditures such as photocopying, postage, long-distance telephone charges and overnight deliveries. Client shall pay such other extraordinary fees as Contractor and Client agree from time to time, which relate directly to fulfilling the terms of the contract, such as international travel expenses, equipment purchases or professional printing and publishing costs.

(c) Billing. Contractor shall bill Client only at completion of contract for the final one-third payment of fees for its services incurred in representation of Client. The total amount billed to Client shall not exceed \$10,000.

(d) Payment. Client shall pay in full the contractor invoice upon receipt. Client shall advise Contractor of any dispute regarding an invoice within 7 days of receipt. If Client fails to so notify contractor, Client shall be deemed to have accepted such invoice in its entirety.

(e) Ownership of Materials. All materials produced at Client's expense by Contractor shall be the property of Contractor, until Contractor receives Client's payment in full for the cost of all materials and other expenses plus all fees due.

2. TERMINATION.

In addition to Contractor's rights under paragraph 1(e) hereof, either party may terminate this Contract at any time with or without cause by giving 15 days' prior written notice to the other party. During the 15-day notice period, Contractor and Client shall continue to be bound by the terms of this Contract. Contractor shall continue to provide Client with the services specified in this Contract, and shall be paid in full for all services it performs during such 15-day period. Client

shall also reimburse Contractor for all amounts that Contractor must pay to third parties pursuant to non-cancelable agreements that Contractor has entered into in its performance of this Contract.

3. **CONFIDENTIALITY.**

Client may designate as confidential any information that it provides to Contractor under this Contract. Contractor shall not disclose such information without Client's permission. Contractor may, however, disclose such information to its employees, counsel, and other professional advisors if it believes that disclosure is required in connection with Contractor's provision of services hereunder. Contractor may also disclose confidential information to the extent required by applicable law or judicial or administrative order. Contractor may, without Client's approval, disclose its representation of Client to other actual and potential clients.

4. **CARE OF CLIENT'S PROPERTY.**

Contractor will take reasonable precautions to safeguard any of Client's property that is in the custody of the Contractor or its affiliates, but Contractor shall not be liable to Client for any damage to Client's property unless the damage results from Contractor's gross negligence in connection with the care of such property. Contractor shall have no liability to Client for any damage, loss, or destruction suffered by Client's property that is in the custody or control of any third party retained by Contractor or Client that is not an affiliate of Contractor.

5. **PERFORMANCE AND APPROVALS.**

During the development and completion of this project, representatives of Contractor and Client shall meet as frequently as either party deems necessary to review Contractor's and Client's performance of their obligations hereunder. In addition to such performance reviews, Client shall regularly review with Contractor all comments, criticisms, and suggestions that Client may have about Contractor's performance. Client shall also have the sole responsibility for authorizing and approving the scope and content of all services provided by Contractor.

6. **ACCURACY OF INFORMATION.**

Client shall be solely responsible for the accuracy, completeness, and legal compliance of all information about Client that Client either provides to Contractor or approves in connection with Contractor's performance of its obligations under this Contract.

7. **INDEMNIFICATION.**

(a) Indemnification by Contractor. Contractor shall indemnify the Client and its officers, directors, employees, and agents against any and all claims, liabilities, damages or costs and against any demands, settlements, or judgments

(collectively, the "Claims") arising directly or indirectly from or in connection with any claim of libel, slander, defamation, copyright infringement, misappropriation of ideas, or invasion of rights of privacy arising from any materials prepared by Contractor on the Client's behalf (a "Materials Claim"). However, indemnification provided by this paragraph 7(a) shall not be applicable to any Claim arising from any such materials that were prepared or approved by Client or any of its employees, agents, or independent contractors.

(b) Indemnification by Client. Client agrees to indemnify Contractor and its officers, directors, employees, and agents against any and all Claims that (i) constitute Materials Claims arising from or in connection with materials that were prepared or approved by Client or any of its employees, agents, or independent contractors, or (ii) except as provided in paragraph 7(a) of this Contract, arise directly or indirectly from or in connection with Contractor's performance of its obligations under this Contract, provided, however, that this clause (ii) shall not apply to Claims arising from Contractor's gross negligence or criminal conduct.

(c) Notice. Upon either party's obtaining notice of an actual or possible Claim for which it may be entitled to indemnification, it shall give prompt written notice of the Claim to the other party hereto. Failure to give such notice by the informed party shall not constitute a waiver of such party's right to be indemnified as provided herein.

8. **WAIVER.**

The failure of either party to require the strict performance of any provisions of this Contract in any one or more instances, or to exercise its rights hereunder or at law or equity, shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.

9. **INSPECTION.**

Client may inspect Contractor's correspondence, contracts, books, accounts, and other materials prepared or held by Contractor that are directly related to its performance of this Contract. Inspections may be made during Contractor's normal business hours on three business days' prior written notice to Contractor.

10. **THIRD PARTIES PERFORMANCE.**

Contractor shall supervise the performance of any third parties retained by it or Client in connection with the performance of Contractor's obligations under this Contract, but Contractor shall not be liable in any way to Client for the losses, liabilities, or damages incurred by Client as a result of any action or failure to act on the part of such third parties.

11. **SURVIVAL.**

Paragraphs 1, 3, 5, 7, 8, 9, 11, and 13 shall survive the termination of this Contract.

12. **MISCELLANEOUS.**

(a) Notices. All notices required under this Contract shall be given in writing by personal delivery, facsimile (with confirmation of receipt), or certified mail (return receipt requested), addressed to Roger Michael Ervin, 4711 Albemarle Street, NW, Washington, DC 20016; and to Client at: The Embassy of Côte d'Ivoire, 3421 Massachusetts Avenue, NW, Washington, DC 20008; Attention: Ambassador Koffi Moise Koumoue. Notice by personal delivery or facsimile shall be effective when received and notice by certified mail shall be effective when deposited in the United States mails postage prepaid.

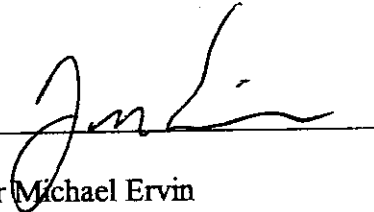
(b) Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Amendment. This Contract may be amended only in writing executed by each of the parties hereto.

(d) Entire Agreement. This Contract constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersede any and all prior agreements with respect to such subject matter between Contractor and Client.

(e) Assignment. This Contract may not be assigned by either party without the prior written consent of the other party.

By



Roger Michael Ervin
Contractor

Date:

June 11, 1999

H.E. Koffi Moise Koumoue
Ambassador
The Republic of Côte d'Ivoire

By



Date:

06/10/99